

**Iain M. R. Armstrong, OSB #142734**

Iain.Armstrong@lewisbrisbois.com

**Nicky C. Blumm, OSB #226455**

Nicky.Blumm@lewisbrisbois.com

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

888 SW Fifth Avenue, Suite 900

Portland, Oregon 97204-2025

Telephone: 971.712.2800

Facsimile: 971.712.2801

Attorneys for Defendant AB Hollywood, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

CONNER SLEVIN, an individual,

Plaintiff,

vs.

AB HOLLYWOOD, LLC, a limited liability  
company,

Defendant.

Case No. 3:23-cv-01404-YY

**DECLARATION OF NICKY C.  
BLUMM IN SUPPORT OF  
DEFENDANT AB HOLLYWOOD,  
LLC'S RULE 11 MOTION FOR  
SANCTIONS**

I, the undersigned Nicky C. Blumm, declare that:

1. I am one of the attorneys for Defendant AB Hollywood, LLC (“defendant”) in this case. I make this declaration based on personal knowledge and am competent to testify on the matters stated herein.

2. On or about May 31, 2024, I had a call with counsel for Conner Slevin (“plaintiff”) during which I made a settlement offer to resolve the present case. As soon as I said the dollar figure, plaintiff’s counsel interrupted me and told me we could settle at that value.

3. On or about June 4, 2024, plaintiff's counsel provided defendant with a proposed Settlement & Release Agreement ("Agreement").

4. I significantly and substantively revised that Agreement before sending it back to plaintiff's counsel.

5. Plaintiff's counsel asked for only one revision to the Agreement, that her signature "as to form" be removed, before agreeing to the Agreement and returning the signature page of the Agreement. But instead of her client's signature on the signature block, the signature was plaintiff's counsel's signature with the notation "POA."

6. On June 20, 2024, I asked plaintiff's counsel to provide a complete copy of the Agreement, signed by her client.

7. When plaintiff's counsel did not respond to my June 20<sup>th</sup> email, I followed up on July 1<sup>st</sup>, asking again for the Agreement, signed by plaintiff.

8. Attached as Exhibit A to this Declaration is a true and correct copy of the email exchange between myself and plaintiff's counsel. The exchange begins with a first message on May 30, 2024 about a potential settlement. The exchange ends on July 8, 2024. The first email on July 8, 2024 is from me to plaintiff's counsel, stating that defendant had withdrawn his permission to stipulate to the dismissal and asking plaintiff's counsel to please not file it. The final email on July 8, 2024 is from plaintiff's counsel's stating that she filed the Stipulated Dismissal, despite that I had withdrawn my client's permission to do so.

9. Attached as Exhibit B to this Declaration is a true and accurate copy of the email receipt received by defendant indicating that plaintiff had filed the Stipulated Dismissal at 5:53 p.m. on July 8, 2024.

10. Attached as Exhibit C to this Declaration is a true and accurate copy of the Requests for Admission defendant served on plaintiff on May 29, 2024.

11. On August 1, 2024, Judge Hernandez held a hearing in a related matter, *Slevin v. Baek*, 3:23-cv-01487. During that hearing, Judge Hernandez asked plaintiff several questions to

ascertain his participation in the lawsuit and his interest in proceeding with plaintiff's counsel in that matter. Judge Hernandez held that plaintiff's counsel may withdraw from the case and that Judge Hernandez would assist plaintiff in finding another attorney. Judge Hernandez also permitted the case's dismissal but allowed the defendant to maintain a post-dismissal claim for sanctions and other relief.

12. During the hearing in *Slevin v. Baek*, 3:23-cv-01487, defendant produced the Court a copy of a retainer agreement between plaintiff and plaintiff's attorney that featured an out-of-state law firm which plaintiff stated paid him for his part in that litigation and others like it.

13. During the hearing in *Slevin v. Baek*, 3:23-cv-01487, plaintiff admitted to receiving payment, via check, from the Wampler law firm to "start the process" of initiating ADA litigation.

14. Defendant has spent several thousand dollars, in legal fees alone, defending itself from this lawsuit.

15. Attached as Exhibit D is a true and accurate copy of a slip opinion in the matter of *Jordan v. Joe B. Beasely & Associate, L.P.*, 2024 WL 150584.

///

///

///

///

///

///

///

///

///

///

///

///

**I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.**

DATED this 25th day of September, 2024

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: s/ Nicky C. Blumm  
Nicky C. Blumm, OSB #226455  
Telephone: 971.712.2800  
Facsimile: 971.712.2801

*Attorneys for Defendant AB Hollywood, LLC*